

**AMENDMENT OF OIL, GAS AND MINERAL LEASE  
(“AMENDMENT”)**

STATE OF TEXAS §  
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, that certain unrecorded Oil, Gas and Mineral Lease ("Lease") dated as of the 1<sup>st</sup> day of March, 2007, was entered into by and between Dino Sparto, Carnation Sparto, Lee Sparto, Penelope Sparto, and Stella Barakis ("Lessor"), whether one or more, and Dale Property Services, LLC, as Lessee, covering 48.463 acres of land ("Lands") more or less, in the W. H. Little Survey, Abstract 945, and the John Little Survey, Abstract 958, in Tarrant County, Texas, a Memorandum of which is recorded as Instrument No. D207079041 in the Real Property Records of Tarrant County, Texas.

WHEREAS, Chesapeake Exploration Limited Partnership (whose successor in interest is Chesapeake Exploration, L.L.C.), 6100 N. Western Avenue, Oklahoma City, Oklahoma 73118 has acquired the leasehold ownership interest in the Lease, and is the successor Lessee to Dale Property Services, LLC.

WHEREAS, Sparto Investments, Ltd., a Texas limited partnership, is Successor-in-Interest to certain of the ownership interest of Carnation Sparto, Lee Sparto, and Penelope Sparto in and to a portion of the Lands (Lessor and Sparto Investments, Ltd. are collectively referred to as "Lessor").

WHEREAS, Chesapeake, as the current Lessee, has requested the Lessor to amend certain contractual terms and provisions set forth in the Lease to allow Chesapeake to conduct drilling operations to drill a minimum of four (4) horizontal Barnett Shale wells on the Lands subject to the Lease, or on lands permissively pooled therewith, and Lessor has agreed to execute and deliver the requested amendments upon the terms and conditions expressed herein.

NOW, THEREFORE, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Lessor and Lessee do hereby amend the terms and provisions set forth in the Lease, as follows:

1. The last three (3) sentences of Paragraph 4 of the Lease, denominated "4. Pooling" are deleted in their entirety and are replaced with the following:

“A pooled unit for a horizontal well or wells producing from the Barnett Shale formation shall not exceed 210 acres. Attached hereto, marked Exhibit “B” is a depiction of the pooled unit proposed by Lessee, which includes all of the Leased Premises and shall hereafter be referred to as the “Sparto Unit”. After production of oil and/or gas is established from the pooled unit, the size or area of the pooled unit shall not be enlarged, and the acreage covered by this Lease and included in such unit may not be removed therefrom without Lessor’s express written consent.”

2. Paragraph 5 of the Lease, denominated “5. Earnings Condition/Initial Well/Subsequent Wells, is deleted in its entirety, and is replaced with the following provision:

**“5. Initial Wells/Subsequent Wells. As an express condition of this Lease, the first well drilled by Lessee on or under the Leased Premises or lands pooled therewith (the “Initial Well”) must be a horizontal well to test the Barnett Shale formation in the Sparto Unit. Lessee agrees that the Leased Premises shall be developed in accordance with the Drilling Plan shown on attached Exhibit “B” to this Lease, as the same may be amended, and that Lessee shall commence drilling operations for a second horizontal well to test the Barnett Shale formation in**

the Sparto Unit prior to September 30, 2008. In the event Lessee fails to commence drilling operations for a second well (the "Second Well") within the Sparto Unit by September 30, 2008, or fails to pursue such drilling operations with all due diligence and reasonable prudence, then Lessee shall pay to Lessor the sum of \$250,000.00 as liquidated damages, and not as a penalty, for Lessee's failure to drill and complete the Second Well on the Sparto Unit. In addition to the foregoing, Lessee shall be obligated to commence drilling operations for a third horizontal well (the "Third Well") to test the Barnett Shale formation within the Sparto Unit and a fourth horizontal well (the "Fourth Well") to test the Barnett Shale Formation within the Sparto Unit on or before September 30, 2009. In the event Lessee timely fails to comply with the requirements of this paragraph with respect to the commencement of drilling operations for the Third Well or the Fourth Well, Lessee shall pay Lessor the sum of \$250,000.00 per well for each of the Third Well or the Fourth Well for which Lessee has failed to commence drilling operations in accordance with this Paragraph. Any payments required of Lessee under the terms of this paragraph shall be made by Lessee within twenty-one (21) days of written request by Lessor.

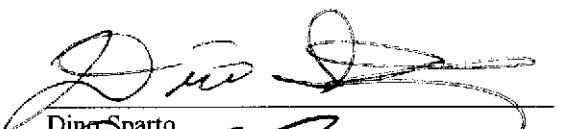
3. Exhibit "B" attached to this Amendment is hereby substituted for the Exhibit "B" attached to the Lease.

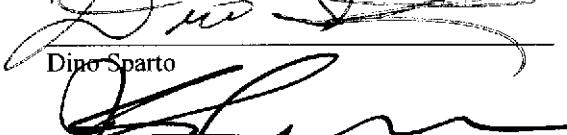
4. To the extent there is any conflict between the provisions of this Amendment and the Lease, the provisions of this Amendment shall control. Upon execution of this amendment, all terms and provisions of the Lease shall, except as expressly amended and modified herein, remain in full force and effect.

5. This Amendment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one document. For purposes of executing this Amendment, a copy signed and transmitted by facsimile machine, telecopier, or electronic mail shall be treated as an original document. The signature of any party thereon shall be considered an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of any party, any such document shall be reexecuted by all parties in original form. No party hereto may raise the use of facsimile machine, telecopier or electronic mail message or the fact that any signature was transmitted through the use of a facsimile machine or telecopier or by electronic mail as a defense to the enforcement of this Amendment. It shall not be necessary in making proof of this Amendment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto.

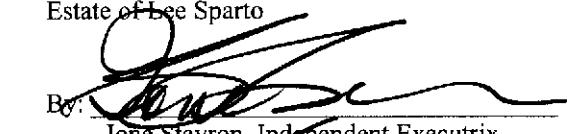
In WITNESS WHEREOF, this Amendment is executed to be effective as of August 28<sup>th</sup>, 2008.

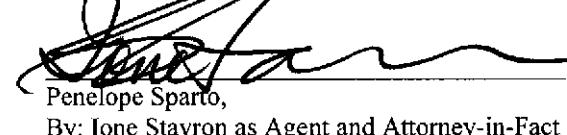
LESSOR:

  
Dino Sparto

  
Carnation Sparto,  
By: Ione Stavron as Agent and Attorney-in-Fact

Estate of Lee Sparto

  
By:   
Ione Stavron, Independent Executrix

  
Penelope Sparto,  
By: Ione Stavron as Agent and Attorney-in-Fact

Estate of Stella Barakis

By:

Ione Stavron, Independent Executrix

Sparto Investments, Ltd.,

a Texas limited partnership

By: Sparto Management, LLC,  
a Texas limited liability company

By: Ione Stavron, Manager

LESSEE:

Chesapeake Exploration, L.L.C.,  
as Successor in Interest to  
Chesapeake Exploration Limited Partnership,  
an Oklahoma Limited Liability Company

By:

Henry J. Hood, Sr. Vice President -  
Land and Legal & General Counsel

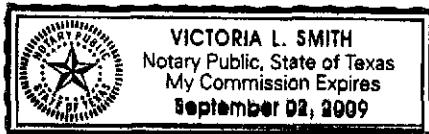
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STATE OF TEXAS §

COUNTY of TARRANT §

This instrument was acknowledged before me on the 28<sup>th</sup> day of August, 2008, by Dino Sparto, an individual.

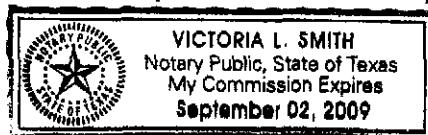


Victoria L. Smith  
Notary Public for the State of Texas

STATE OF TEXAS §

COUNTY of TARRANT §

This instrument was acknowledged before me on the 28<sup>th</sup> day of August, 2008, by Ione Stavron as Agent and Attorney-in-Fact for Carnation Sparto, an individual.

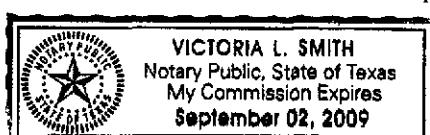


Victoria L. Smith  
Notary Public for the State of Texas

STATE OF TEXAS §

COUNTY of TARRANT §

This instrument was acknowledged before me on the 28<sup>th</sup> day of August, 2008, by Ione Stavron, Independent Executrix of the Estate of Lee Sparto.

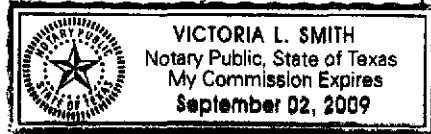


Victoria L. Smith  
Notary Public for the State of Texas

STATE OF TEXAS §

COUNTY of TARRANT §

This instrument was acknowledged before me on the 28<sup>th</sup> day of August, 2008, by Ione Stavron as Agent and Attorney-in-Fact for Penelope Sparto, an individual.

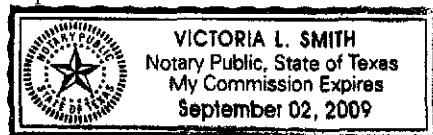


Victoria L. Smith  
Notary Public for the State of Texas

STATE OF TEXAS §

COUNTY of TARRANT §

This instrument was acknowledged before me on the 28<sup>th</sup> day of August, 2008, by Ione Stavron, Independent Executrix of the Estate of Stella Barakis.

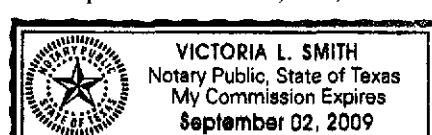


Victoria L. Smith  
Notary Public for the State of Texas

STATE OF TEXAS §

COUNTY of TARRANT §

This instrument was acknowledged before me on the 28<sup>th</sup> day of August, 2008 by Ione Stavron, as Manager of Sparto Management, LLC, a Texas limited liability company, acting in its capacity as General Partner of Sparto Investments, Ltd., a Texas limited partnership, on behalf of said partnership.



Victoria L. Smith  
Notary Public for the State of Texas

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

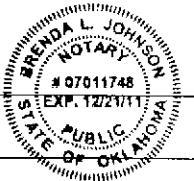
Before me, the undersigned, a Notary Public in and for said County and State, on this 2<sup>nd</sup> day of September, 2008, personally appeared Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma Limited Liability Company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

  
Brenda L. Johnson  
Notary Public State of Oklahoma

My Commission Expires: 12/21/11

My Commission Number: 07011748



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Dale Property Services  
Attn: Jenae Whatley  
3000 Altamere Blvd. #300  
Fort Worth, Texas 76133





DALE PROPERTY SERVICES  
ATTN JENAE WHATLEY  
3000 ALTAMESA BLVD 300  
FT WORTH TX 76133

Submitter: DALE RESOURCES LLC

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 09/09/2008 08:27 AM  
Instrument #: D208349577  
OPR 7 PGS \$36.00

By: \_\_\_\_\_



**D208349577**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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